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11 LinguaLinx Language Solutions, Inc.

12 **UNITED STATES DISTRICT COURT**
13 **NORTHERN DISTRICT OF CALIFORNIA**

14 LINGUALINX LANGUAGE) Case No. CV-07-5575
15 SOLUTIONS, INC. a New York)
16 Corporation,) ANSWER OF PLAINTIFF
17 Plaintiff,) LINGUALINX LANGUAGE
18 v.) SOLUTIONS, INC. TO THE
19) COUNTERCLAIMS OF DEFENDANT
20) LOQMAN COMMUNICATIONS
21) GROUP, LLC
22)
23 ADRIENNE PARDINI, an)
24 individual, and LOQMAN)
25 TRANSLATIONS, a division of)
26 LOQMAN COMMUNICATIONS)
27 GROUP, LLC,)
28 Defendants.)

29 LinguaLinx Language Solutions, Inc. ("LinguaLinx"), by and through its
30 undersigned counsel, hereby answers the Counterclaims of Defendant Loqman
31 Communications Group, LLC, as follows:

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AS TO THE GENERAL FACTUAL ALLEGATIONS

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2 1. Admitted in part, denied in part. LinguaLinx admits that David Smith is
3 its founder, and that he worked for Transperfect Translations (“Transperfect”) before
4 forming LinguaLinx, that Transperfect is a competitor of Plaintiff and LinguaLinx,
5 and that during Mr. Smith’s employment with Transperfect, Mr. Smith had access to
6 certain databases containing client information. Mr. Smith left the employment of
7 Transperfect in or about August, 2001. LinguaLinx denies the remaining allegations
8 contained in paragraph 1 of the Counterclaims.

9 2. Denied as stated. While LinguaLinx admits that Mr. Smith, at one time,
10 had information relating to Transperfect’s customer and pricing, Mr. Smith did not
11 use any such information to build LinguaLinx’s customer base. To the contrary, in
12 or around the latter part of 2001, and to the extent there was any dispute between and
13 Transperfect, Mr. Smith returned any and all relevant information relating to
14 Transperfect’s customers and pricing to Transperfect as part of his agreement to fully
15 resolve any and all such disputes. At the time the information was returned, Mr.
16 Smith was working for a different and separate company called Merrill Corporation.
17 At all times both at and before the time of his resolution of any possible disputes and
18 return of the aforesaid information, Mr. Smith made no use of such information.
19 LinguaLinx’s customer list was compiled and developed wholly independent of and
20 not based upon any information obtained from Transperfect.

21 3. Admitted in part, denied in part. LinguaLinx had the intent to terminate
22 Pardini’s employment with LinguaLinx on October 15, 2007. However, said
23 termination was never consummated as Pardini failed to appear at work and was
24 assumed to have quit her employment prior thereto. LinguaLinx admits that its
25 attorney, John Vero, Esquire, sent to Loqman a letter dated October 16, 2007, and
26 that said letter is attached to the Counterclaims as Exhibit “A”. LinguaLinx denies
27 the remaining allegations contained in paragraph 3 of the Counterclaims.
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1 4. Admitted in part, denied in part. The letter attached as Exhibit "A" is a
2 document which speaks for itself. Therefore, LinguaLinx admits the allegations
3 contained in paragraph 4 of the Counterclaims which are consistent with the letter,
4 and denies those which are not. By way of further denial, the demands made by
5 LinguaLinx were made in connection with its attempt to mitigate the injury caused
6 by the activities already conducted by Pardini as of that time in violation of her
7 contractual, trade secret, statutory and common law obligations to LinguaLinx.

8 5. Denied. LinguaLinx denies the allegations contained in paragraph 5 of
9 the Counterclaims.

10 6. Admitted in part, denied in part. LinguaLinx admits that it filed the
11 present lawsuit on November 1, 2007. The lawsuit is contained in the Complaint
12 which speaks for itself. Therefore, as to the remaining allegations contained in
13 paragraph 6 of the Counterclaims, LinguaLinx admits those which are consistent
14 with the Complaint, and denies those that are not.

15 **AS TO THE FIRST CAUSE OF ACTION**

16 7. LinguaLinx incorporates by reference its answers above, as though
17 more fully set forth herein at length.

18 8. Admitted in part, denied in part. LinguaLinx admits that Loqman and
19 Pardini entered into some sort of business relationship by which Pardini was
20 employed and/or otherwise affiliated with Loqman. LinguaLinx denies the
21 remaining allegations contained in paragraph 8 of the Counterclaims for lack of
22 sufficient knowledge to form a belief, and, on that basis, denies them.

23 9. Admitted in part, denied in part. LinguaLinx admits only that it was
24 aware that Loqman and Pardini entered into some sort of business relationship by
25 which Pardini was employed and/or otherwise affiliated with Loqman. LinguaLinx
26 denies the remaining allegations contained in paragraph 9 of the Counterclaims.

27 10. Denied. LinguaLinx denies the allegations contained in paragraph 10 of
28 the Counterclaims.

1 11. Denied. LinguaLinX denies the allegations contained in paragraph 11 of
2 the Counterclaims as conclusions of law to which no response is required. However,
3 to the extent paragraph 11 requires a response, LinguaLinX denies the allegations.

4 12. Denied. LinguaLinX denies the allegations contained in paragraph 12 of
5 the Counterclaims. By way of further answer, Loqman is only precluded from
6 utilizing to its benefit the trade secrets stolen and/or misappropriated by Loqman
7 and/or Pardini in violation of the obligations owed to LinguaLinX under the statutory
8 and/or common law of California.

9 13. Denied. LinguaLinX denies the allegations contained in paragraph 13 of
10 the Counterclaims.

11 14. Denied. LinguaLinX denies the allegations contained in paragraph 14 of
12 the Counterclaims.

13 **AS TO THE SECOND CAUSE OF ACTION**

14 15. LinguaLinX incorporates by reference its answers above, as though
15 more fully set forth herein at length.

16 16. Denied. LinguaLinX denies the allegations contained in paragraph 16 of
17 the Counterclaims.

18 17. Denied. LinguaLinX denies the allegations contained in paragraph 17 of
19 the Counterclaims because the term "regular business practice" is vague, susceptible
20 to various interpretations, and LinguaLinX is unsure how it is being used by Loqman.
21 By way of further denial, the allegations stated in Plaintiff's Complaint speak
22 precisely in terms of the specific facts at issue in this proceeding.

23 18. Denied. LinguaLinX denies the allegations contained in paragraph 18 of
24 the Counterclaims. By way of further denial, the allegations stated in Plaintiff's
25 Complaint speak precisely in terms of the specific facts at issue in this proceeding.

26 19. Denied. LinguaLinX denies the allegations contained in paragraph 19 of
27 the Counterclaims. By way of further denial, the allegations stated in Plaintiff's
28 Complaint speak precisely in terms of the specific facts at issue in this proceeding.

1 20. Denied. LinguaLinx denies the allegations contained in paragraph 20 of
2 the Counterclaims. By way of further denial, the allegations stated in Plaintiff's
3 Complaint speak precisely in terms of the specific facts at issue in this proceeding.

4 **AS FOR ITS AFFIRMATIVE DEFENSES**

5 *AS FOR A FIRST AFFIRMATIVE DEFENSE*

6 21. Loqman has failed to set forth, in whole or in part, a cause of action
7 upon which relief may be granted.

8 *AS FOR A SECOND AFFIRMATIVE DEFENSE*

9 22. Loqman's claims against LinguaLinx are barred by the doctrines of
10 estoppel, waiver, and/or unclean hands.

11 *AS FOR A THIRD AFFIRMATIVE DEFENSE*

12 23. For the reasons set forth in LinguaLinx's Complaint, which is
13 incorporated herein by reference, Loqman's Counterclaims will fail.

14 **PRAYER**

15 WHEREFORE, LinguaLinx prays the Court to enter judgment against
16 Defendant on the First and Second Count of the Counterclaims, that the
17 Counterclaims be dismissed with prejudice, that LinguaLinx be awarded its

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1 attorneys' fees and costs to the fullest extent permitted by law, that costs be taxed
2 against Defendant, and that Defendant takes nothing.

3 Respectfully submitted,

4 DUANE MORRIS LLP

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6 Dated: January 4, 2008

By: 

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